

THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

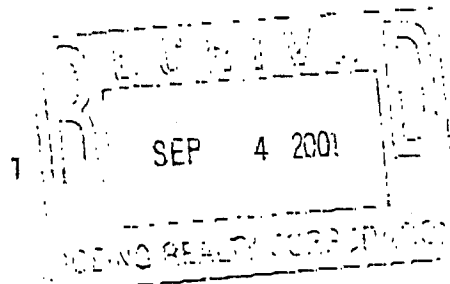
WHEREAS, Boeing Realty Corporation, a California corporation, as seller ("**Seller**"), and Robert Hsu, as buyer ("**Buyer**"), entered into that certain Agreement for Purchase of Real Property and Escrow Instructions dated as of July 28, 2000, as amended by that certain First Amendment thereto dated as of February 28, 2001, as amended by that certain Second Amendment thereto dated as of April 6, 2001 (collectively, the "**Agreement**");

WHEREAS, Buyer has requested that Seller modify the Agreement, as more particularly hereafter set forth; and

WHEREAS, Seller is willing to modify the Agreement, but only on the terms and conditions hereafter set forth;

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meaning(s) ascribed to same under the Agreement.
2. Buyer and Seller acknowledge and agree that:
 - (a) Despite best and diligent efforts by Seller, Seller has not yet been able to cause recordation of the Final Map.
 - (b) Seller and Buyer hereby acknowledge and agree that the Closing Date is hereby modified to be September 15, 2001 (subject to satisfaction at that time of the conditions precedent to Closing as set forth in the Agreement); provided, however, that if Seller has not delivered to Buyer (on or before the date which is two weeks prior to the then-scheduled Closing Date) a subsequent written notice ("**Closing**



BROCHSUAAMEND3.2
08/17/01 (1)

Notice") of Seller's intention to close Escrow on the Closing Date (and to cause recordation of the Final Map on or before the Closing Date), then the Closing Date shall thereupon be automatically extended until the fifteenth (15th) day of the immediately following calendar month (and the deadline for Seller's delivery of the Closing Notice shall also be extended by one month), and if no Closing Notice is then timely delivered by Seller, then the Closing Date and the deadline for Seller's delivery of the Closing Notice shall automatically be extended by a month, on a rolling, month to month basis, until January 15, 2002 (on which date Seller shall not be obligated to further extend the Closing Date and may terminate the Agreement by written notice delivered to Buyer). Seller shall continue to use diligent efforts to cause the Final Map to be recorded and the Close of Escrow to occur as soon as practicable. Buyer and Seller acknowledge and agree that Seller has not yet approved Buyer's plans and specifications for Buyer's Improvements as provided in Agreement section 1.5.

(c) Buyer and Seller agree to amend Agreement paragraphs 1.2 and 6.1.1 to replace the date "July 15, 2001" appearing therein with the date "January 15, 2002".

3. Buyer and Seller acknowledge and agree that time is of the essence under the Agreement, and especially as regards the Closing Date. Buyer acknowledges and agrees that Seller shall be under absolutely no obligation to enter into any further extension(s) or modification(s) of the Agreement.

4. Except as expressly modified hereby, each, every and all terms and conditions of the Agreement shall continue in full force and effect. In the event of any

express conflict between the terms of the Agreement and the terms hereof, the terms hereof shall prevail.

Dated as of 9/10, 2001

SELLER:

BOEING REALTY CORPORATION, a
California corporation

By 

Its

STEPHEN J. BARKER
DIRECTOR BUSINESS OPERATIONS

BUYER:


ROBERT HSU